

# **Booking Refund Protection**

The booking vendor will provide **you** with a refund for any unused **booking** if **you** are unable to attend the **booked event** due to any of the circumstances set out below.

BOOKING REFUND PROTECTION IS AN OPTIONAL SERVICE OFFERED BY THE BOOKING VENDOR AND ADMINISTERED BY TICKETPLAN ON THEIR BEHALF. IT IS NOT AN INSURANCE POLICY.

## **Definitions**

The following words or phrases have the meaning shown below wherever they appear in bold in this document

Accident	A bodily injury confirmed by a <b>doctor</b> that prevents <b>you</b> from attending the <b>booked event.</b>
You/Your/Yourself	A person who has made a <b>booking</b> alone or as part of a <b>group</b> with <b>us</b> .
Doctor	A qualified medical practitioner registered with a recognised professional body. A <b>doctor</b> cannot be <b>yourself</b> or a member of <b>your immediate family.</b>
Emergency Services	The Police, Fire and Rescue Service or Emergency Medical Services
Booking/Booked event	The pre-planned and pre-booked event(s) where <b>ticket(s)</b> have been purchased from <b>us</b> by <b>you</b> .
Group	Any number of people who have made a <b>booking</b> with the booking vendor with Booking Refund Protection in the same transaction. For group <b>bookings</b> of 10 or more <b>tickets</b> /people, a refund will be considered for the affected person only and not those due to attend with them.
Illness	A physical or mental condition confirmed by a <b>doctor</b> that prevents you from attending <b>the booked event</b> .
Immediate family	<b>Your</b> husband, wife, partner, civil partner, parent, child, brother or sister.
Normal Pregnancy	Symptoms which normally accompany pregnancy (including multiple pregnancy) and which are generally of a minor and/or temporary nature (e.g. morning sickness, fatigue etc.) which do not represent a medical hazard to mother or baby.
Pre-existing medical condition	Any disease, <b>illness</b> or injury (whether diagnosed or not) existing at or before the date of <b>booking</b> and for which medical advice or treatment has been sought <b>in</b> the 12 months preceding the date of <b>booking</b> .
Public Transport Network	Any mode of public transport other than public hire taxis licensed for public use on which the customer had planned to travel to a <b>booked event</b> within the <b>United Kingdom</b> .
Ticket(s)	A non-refundable, authorised event <b>ticket</b> that was purchased from a recognised and reputable booking vendor where Booking Refund Protection has been purchased at the same time as purchasing the <b>ticket(s)</b> .
United Kingdom	England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man.
We/us/our	The booking vendor with whom <b>you</b> made the <b>booking</b> .



## What we will refund?

We will refund the cost of your booking if you are unable to attend a booked event due to:

- unexpected disruption of the **public transport network you** could not have reasonably known about before the date or time of the **booked event**;
- the death, accident, or illness happening to you, a member of your immediate family or any person(s) in the group due to attend the booked event with you;
- The mechanical breakdown, accident, fire or theft en route of a private vehicle taking **you** to the **booked event**:
- jury service which you were unaware of at the time of the booking;
- burglary or fire at **your** residence in the 48 hours immediately before the **booked event** requiring attendance of the **emergency services**;
- you being summoned to appear at court proceedings as a witness which you were unaware of at the time of booking;
- **you** being a member of the armed forces and being posted abroad and/or having leave withdrawn unexpectedly which **you** were unaware of at the time of the **booking**;
- adverse weather including snow, frost, fog or storm where the police service or other Government agency have issued warnings not to travel.

#### What we will not refund?

**We** will not provide a refund where:

- an **illness** or the death of **you**, a member of **your group** or a member of **your immediate family** is caused by or is as a result of a **pre-existing medical condition**;
- you cannot provide a doctor's report for accident or illness;
- the symptoms that accompany a **normal pregnancy** are the sole reason **you** cannot attend a **booked event**;
- you cannot return any unused tickets or vouchers forming part of the booking;
- you cannot provide evidence of the unused **tickets** when applying for a refund;
- the **booked event** is cancelled, abandoned, postponed, curtailed or relocated;
- **you** decide not to attend a **booked event** other than for a reason included within this Booking Refund Protection;
- you are prevented from travelling to a **booked event** due to disruption of the **public transport network** which is public knowledge prior to the **booked event**;
- **you** can recover any part of the cost of the **ticket**;
- in our reasonable opinion, you did not allow sufficient time to travel to a booked event;
- you carry out a criminal act which prevents you attending a booked event;
- **you** are prevented from travelling to a **booked event** due to an outbreak of a contagious disease and the Government or any agency acting on behalf of the Government has imposed a ban on travel;
- **you** make a false or fraudulent refund application or support a refund application by false or fraudulent document, device or statement.

**We** will not pay for travelling or associated expenses or any loss other than the purchase price, including booking fee, of the **booked event.** 



**We** will not pay any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolutions, insurrection, military or usurped power, riot, civil commotion, strikes, lockout, terrorism, malicious intent or vandalism, confiscation or nationalisation of or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

**We** will not pay any loss caused directly or indirectly by:

- ionising radiations or contamination by radioactivity from nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**We** will not pay any loss caused directly or indirectly by damage or destruction directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

**We** will not pay any costs you incur in submitting or providing evidence to support your refund application.

#### **General Conditions**

- a) **you** must make all necessary arrangements to arrive at the event on time.
- b) **you** must not be aware of any material fact, matter or circumstance, at the time Ticket Refund Protection is purchased, which may give rise to a refund request.
- c) **you** must take all reasonable precautions to prevent or reduce any request for a refund.
- d) unless **we** agree otherwise:
  - i) the language of this document and all communications relating to it will be English; and
  - ii) all aspects of the contract, including negotiation and performance, are subject to English law and the decisions of English courts.

# **Requesting a Refund**

You must either visit <a href="www.ticketplangroup.com/refund-application-form">www.ticketplangroup.com/refund-application-form</a> and complete an online refund application form or write to us at TicketPlan Administration Service, Leigh House, Broadway West, Leigh-on-Sea, Essex, SS9 2DD in order to request a refund application form as soon as reasonably possible after becoming aware of circumstances that may lead you to request a refund.

**You** may be asked to provide at **your** own expense the following:

- the original unused tickets and vouchers for all parts of the booking;
- a **doctor's** report where **your** refund request is for **accident** or **illness** or a death certificate where **your** refund request is for death;
- an official notice from the transport service provider in the event of delay, cancellation, mechanical breakdown or **accident** in relation to **the public transport network**;
- for the breakdown of a private vehicle, a vehicle recovery service report (AA, RAC or equivalent), copy of garage repair bill or parts receipt or in the case of a motor related refund request, confirmation from the vehicle motor insurers, vehicle repairers or police;
- the original jury invitation inviting you to be a juror;
- in the event of a burglary the police report with crime reference number;
- the original witness summons requesting **you** to appear in court;
- original advice of cancellation of leave/advice to travel at short notice in relation to military service
- print out or screen grab from Met Office website/confirmation of Police Warning for weather applications
- any reasonable additional evidence that **we** ask for.

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